

**CITY OF EL PASO, TEXAS**

**AGENDA ITEM**

**DEPARTMENT HEAD'S SUMMARY FORM**

**DEPARTMENT:** Aviation

**AGENDA DATE:** October 15, 2019

**CONTACT PERSON NAME AND PHONE NUMBER:** Monica Lombraña, A.A.E., Managing Director of  
Aviation and International Bridges  
**915 212-7301**

**DISTRICT(S) AFFECTED:** District 3

**CITY STRATEGIC GOAL 1:** Create an Environment Conducive to Strong, Sustainable Economic Development.

**SUBJECT:**

This Resolution is to authorize the City Manager to sign a Seventh Amendment to the Lease Agreement between the City of El Paso ("Lessor") with Jerry M. Coleman and Azar-Coleman Properties, ("**Lessee**") to remove from the lease Lot 1, Block 19 El Paso International Airport Tracts, Unit 10, Parcel 1 and 2, which is the location of the Radisson Hotel, 1770 Airways Boulevard, El Paso, Texas. The deleted area is 164,362.09 SF. The remaining area is 482,662.09 square feet of land. The rental rate remains the same.

**BACKGROUND / DISCUSSION:**

The Seventh Amendment removes 164,362.09 SF from the Azar Coleman Master Lease. This will allow El Paso Hotel Partners, L.P., doing business as the Radisson Hotel to have a new lease. El Paso Hotel Partners have been operating the Radisson Hotel since July 1, 1990, under a sublease with Azar -Coleman Properties. The Hotel Site Lease with El Paso Hotel Partners, L.P. is being submitted for approval via a separate agenda item. .

**TERM:**

The effective date of the lease is May 1, 1982. The lease term is 43 years with no options ending April 30, 2025 .

**RENTAL FEES:**

Annual Rental Fees for Remaining SF:

138,975.96 SF x \$0.1244 per SF = \$17,288.61 (Cattle Barons, Applebee's, Office space)

288,727.35 x \$0.35 per SF = \$101,054.57 \$ (Chase Hotel)

54,958.78 x \$0.1209 per SF = \$6,647.81 (Airport Trade Center)

Total Minimum Guarantee is \$124,990.00 annually

**PRIOR COUNCIL ACTION:**

Original lease approved by council on June 8, 1982. Amendment One approved November 23, 1982. Amendment Two approved May 8, 1984. Amendment Three December 16, 1986. Amendment Four approved June 30, 1987. Amendment Five Approved May 24, 1984. Amendment Six approved February 4, 2004.

**AMOUNT AND SOURCE OF FUNDING:**

N/A: This is a revenue-generating item.

**BOARD / COMMISSION ACTION:**

N/A

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

  
for: Monica Lombraña, A.A.E.

Managing Director of Aviation & International Bridges

## RESOLUTION

### BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign a Seventh Amendment to Lease Agreement by and between the City of El Paso ("Lessor") and Azar - Coleman Properties, ("Lessee") to the Lease Agreement dated June 8, 1982, as amended, for the purpose of removing two (2) parcels of property upon which the Radisson Hotel is located, the remaining Leasehold interest is described as:

Portion of Lot 1, Block 19, El Paso International Airport Tracts Unit 10, City of El Paso, El Paso County, Texas. Such leased premises are sometimes referred to as Parcel 1, Tract C, Tract D, Tract E; and

A portion of Lot 4A25, Block 2, Ascarate Grant, City of El Paso, El Paso County Texas. Such Leased premises are sometimes referred to as Parcel 3, Tract A, Tract B

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

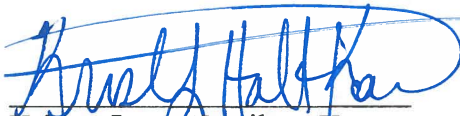
THE CITY OF EL PASO

\_\_\_\_\_  
Tomás González, City Manager


ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Kristen Lynn Hamilton-Karam  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Monica Lombraña, A.A.E.  
Managing Director of Aviation and  
International Bridges

STATE OF TEXAS           )  
  )  
COUNTY OF EL PASO    )

SEVENTH AMENDMENT TO  
LEASE AGREEMENT

THIS SEVENTH AMENDMENT TO LEASE AGREEMENT (this "**Amendment**") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019 ("**Effective Date**"), by and between THE CITY OF EL PASO ("**Lessor**") and Azar-Coleman Properties, a Texas General Partnership (collectively, the "**Lessee**").

**WHEREAS**, Lessor and Lessee are parties to a Lease Agreement dated June 8, 1982, as amended by those certain six amendments (collectively, the "**Existing Lease**") covering two tracts of land (the "**Ground Leased Property**"): one containing 8.272 acres and noted as **Parcel No. 1** on Exhibit A to the Existing Lease, and the other containing 10.782 acres and noted as Parcel No. 3 on Exhibit A to the Existing Lease. Said amendments are described as follows: (i) First Amendment to Lease Agreement dated November 23, 1982, (ii) Second Amendment to Lease Agreement dated May 8, 1984, (iii) Third Amendment to Lease Agreement dated December 16, 1986, (iv) Fourth Amendment to Lease Agreement dated June 30, 1987, (v) Fifth Amendment to Lease Agreement dated May 17, 1994 and (vi) Sixth Amendment to Lease Agreement dated February 3, 2004. The Existing Lease is evidenced of record by a Memorandum of Lease filed in Book 1378, Page 786 of the Real Property Records of El Paso County, Texas (the "**Real Property Records**"), re-recorded in Book 1380, Page 1482 of the Real Property Records;

**WHEREAS**, upon review, it was determined that the Property Description for **Parcel No. 1** and the Property Description for **Parcel No. 3** on Exhibit "A" to the Existing Lease were mislabeled and should have stated that (i) the Property Description for **Parcel No. 3** is the Property Description for Parcel No. 1, which corrected legal description is attached as **Exhibit A** to this Amendment, (ii) the Property Description for Parcel No. 1 is the Property Description for **Parcel No. 3**, which corrected legal description is attached as **Exhibit B** to this Amendment,

**WHEREAS**, Lessee subleased to EPA Hotel, Inc., a Texas corporation, 2.5198 acres (the "**Initial Subleased Tract**") out of **Parcel No. 1** of the Ground Leased Property, pursuant to the terms of a Sublease Agreement dated July 1, 1990 (the "**Sublease**"). The property description for this parcel is attached as **Exhibit C-1**.

**WHEREAS**, EPA Hotel, Inc. assigned to EP Hotel Partners, L.P. the Sublease Agreement (the "**Sublessee**") by that certain Assignment and Assumption Agreement dated as of December 6, 1994, which assumed all obligations and liabilities of EPA Hotel, Inc. under the Sublease, which assignment and assumption agreement was filed as Document # 96002764 in the El Paso County Official Public Records.

**WHEREAS**, thereafter, Lessee subleased to Sublessee an additional 1.4883 acres (the "**Additional Subleased Tract**") out of **Parcel No. 1** of the Ground Leased Property under the terms of that certain First Amendment to Sublease Agreement, dated as of April 18, 2001, as stated in the Memorandum of Sublease dated as of April 18, 2001, filed as Document #20010028921 in the El Paso County Official Public Records. The Initial Subleased Tract described in **Exhibit C-1** and the Additional Subleased Tract, more particularly described in **Exhibit C-2** are collectively referred to as

the "**Radisson Hotel Site**" in this Amendment.

**WHEREAS**, Lessor and Sublessee are, simultaneously herewith, entering into a Lease Agreement for the Radisson Hotel Site (the "**New Lease**") as of the Effective Date hereof. Effective as of the Effective Date hereof, (i) the Existing Lease is hereby amended pursuant to this Amendment to no longer include the Radisson Hotel Site described in Exhibits C-1 and C-2 as part of the Ground Lease Property, and (ii) the Sublease will be terminated by the parties thereto.

#### **AGREEMENT:**

NOW, THEREFORE, for and in consideration of the matters set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. As of the Effective Date hereof, Article I, Paragraph A. of the Existing Lease is amended to no longer include the **Radisson Hotel Site** described in **Exhibit C-1 and C-2** and is amended to state:

The remaining leasehold is a Portion of Lot 1, Block 19, El Paso International Airport Tracts Unit 10, City of El Paso, El Paso County, Texas. Such leased premises are sometimes referred to as Parcel 1, Tract C (41,152.06 SF, Tract D (39,844.00 SF, Tract E (57,979.39 SF); and

A portion of Lot 4A25, Block 2, Ascarate Grant, City of El Paso, El Paso County Texas. Such Leased premises are sometimes referred to as Parcel 3, Tract A (288,727.35 SF), (Tract B (54,958.78 SF).

2. For purposes hereof, the term "**Effective Date**" as used herein means the same date that the New Lease between the City of El Paso as Lessor therein and EP Hotel Partners L.P., as Lessee therein becomes effective and binding and enforceable by the parties thereto under the terms thereof. Exhibit "A" of the Existing Lease that refers to Parcel No. 1 is hereby amended by deleting the **Radisson Hotel Site** therefrom.

3. The Lessor and Lessee confirm that the total number of square feet of the Ground Leased Property under Article V, Paragraph A of the Existing Lease for purposes of calculating rent is 482,662.09 Square Feet as of the Effective Date.

4. The following provisions are added to the Existing Lease:

#### **GENERAL PROVISIONS:**

##### **4.1 General Civil Rights Provision.**

Lessee agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Lessee transfers its obligation to another, the transferee is obligated in the same manner as the transferor.



This provision obligates the Lessee for the period during which the property is owned, used or possessed by the Lessee and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

#### **4.2 Compliance with Nondiscrimination Requirements.**

During the performance of this contract, the Lessee, for itself, its assignees, and successors in interest (for purposes of this Section 12.08 hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Lessor (for purposes of this Section 12.08 hereinafter referred to as the "sponsor") or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### **4.3 Affirmative Action.**

Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, and any amendments thereto, and any other federal statutes or regulations applicable to the receipt of federal assistance from the Department of Transportation by local governments for Airport use, or otherwise applicable to persons leasing premises from the City of El Paso, to insure that no person shall, on the grounds of race, color, sex, age, disability or national origin be excluded from participating in or receiving the services or benefits of any program of activity covered by this Subpart. Lessee assures that it will require that its covered sub-organizations (sublessees) provide assurances to Lessor, as set forth herein, that they similarly will undertake affirmative action programs, and that they will require assurance from their sub-organizations (sublessees) to the same effect.

#### **4.4 FAA Order 1400.11.**

Pursuant to Federal Aviation Administration Order 1400.11, effective August 27, 2013, and because the described premises are located at the El Paso International Airport which is subject to regulation by, among others, the U.S. Federal Aviation Administration, the parties specifically agree to the following:

1. A. Tenant for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in Pertinent List of Nondiscrimination Authorities (Federal Aviation Administration Order 1400.11, Appendix 4) as same may be amended from time to time (the "Acts and Regulations") such that no person on the grounds of race, color, or national origin, will be excluded

from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to the Lease, in the event of breach of any of the above nondiscrimination covenants, Landlord will have the right to terminate the Lease and to enter or re-enter and repossess said Premises and the facilities thereon, and hold the same as if said instrument had never been made or issued. [FAA Order 1400.11, Appendix C]

2. A. The Tenant for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Tenant will use the premises in compliance with all other requirements imposed by or pursuant to the listed acts and authorities appearing in the Acts and Regulations.

B. With respect to the Lease, in the event of breach of any of the above nondiscrimination covenants, Landlord will have the right to terminate the Lease and to enter or re-enter and repossess said Premises and the facilities thereon, and hold the same as if said instrument had never been made or issued. [FAA Order 1400.11, Appendix D]

3. A. During the term of this Lease, Tenant for itself, its assignees, and successors in interest, as a part of the consideration hereof, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). Grantee shall take reasonable steps to ensure that LEP persons have meaningful access to its programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination because of sex in education programs or activities (20 USC 1681 *et seq.*).

B. In the event of breach of any of the covenants in this section 3, Landlord shall have the rights and remedies set forth in sections 1 and 2 above, in addition to all other rights and remedies available to it under applicable law. [FAA Order 1400.11, Appendix E]

5. Except as amended by this Agreement, the terms and provisions of the Existing Lease shall remain unchanged and shall remain in full force and effect.

6. This Agreement may be executed by the parties hereto in separate counterparts, and each counterpart, when so executed and delivered, shall constitute an original agreement, and all such separate counterparts shall constitute but one and the same agreement.

7. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.



8. This Agreement embodies the entire agreement and understanding between the parties with respect to the matters specifically covered by this Amendment, and supersedes all prior agreements, consents and understandings with respect to such subject matter.

Executed the \_\_\_\_ day of \_\_\_\_\_ 2019.

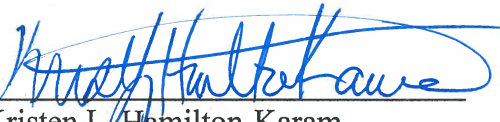
**LESSOR: CITY OF EL PASO**

\_\_\_\_\_  
Tomás González  
City Manager

**ATTEST:**

\_\_\_\_\_  
Laura D. Prine  
City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Kristen L. Hamilton-Karam  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
*for:* Monica Lombraña, A.A.E.  
Managing Director of Aviation and  
International Bridges

**ACKNOWLEDGMENT**

**THE STATE OF TEXAS    )**  
**)**  
**COUNTY OF EL PASO    )**

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_, 2019, by Tomás González as City Manager of the City of El Paso, Texas.

\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires:  
\_\_\_\_\_

*(Signatures Continue on the following page)*

LESSEE:

AZAR-COLEMAN PROPERTIES, a Texas  
General Partnership

By: *Jerry M. Coleman*  
Jerry M. Coleman, Partner

By: **Richard N. Azar Testamentary Trust**, a partner of  
Azar-Coleman Properties

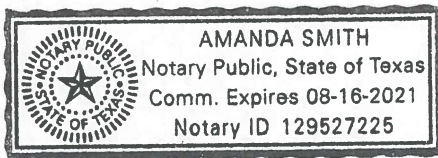
*Suzanne S. Azar*  
Suzanne S. Azar, Executrix

**ACKNOWLEDGMENT**

STATE OF TEXAS §

COUNTY OF EL PASO §

This instrument was acknowledged before me on October 1, 2019, by Jerry M. Coleman,  
Partner of AZAR-COLEMAN PROPERTIES, a Texas general partnership, on behalf of said general  
partnership.



*Amanda Smith*  
Notary Public in and for the State of Texas

STATE OF TEXAS §

COUNTY OF EL PASO §

This instrument was acknowledged before me on September 30, 2019, by Suzanne S. Azar,  
Executrix of RICHARD N. AZAR TESTAMENTARY TRUST, Partner of AZAR-COLEMAN  
PROPERTIES, a Texas general partnership, on behalf of said general partnership.

*Merton B. Goldman*  
Notary Public in and for the State of Texas



## Exhibit A

### Corrected Property Description Parcel No. 1

PREPARED FOR: El Paso International Airport  
Being all of Block 19,  
El Paso International Airport Tracts, Unit 10  
El Paso County, Texas

#### PROPERTY DESCRIPTION

Description of a parcel of land being all of Block 19, El Paso International Airport Tracts, Unit 10, El Paso County, Texas and being more particularly described by metes and bounds as follows:

From a point, said point being a U.S. Government monument at the intersection of the north right-of-way line of Montana Avenue and the easterly right-of-way line of the Texas and New Orleans Railroad, thence North  $81^{\circ} 10' 07''$  East along the north right-of-way line of Montana Avenue a distance of 988.80 feet thence North  $1^{\circ} 01' 53''$  West along the east right-of-way line of Airway Blvd a distance of 721.31 feet; thence North  $88^{\circ} 58' 07''$  East a distance of 21.69 feet to THE POINT OF BEGINNING;

Thence, continuing along the east right-of-way line of Airway Blvd; North  $1^{\circ} 01' 53''$  West a distance of 678.90 feet;

Thence South  $88^{\circ} 58' 07''$  West a distance of 5.00 feet;

Thence North  $1^{\circ} 01' 53''$  West a distance of 148.86 feet;

Thence 31.42 feet along the arc of a curve to the right whose radius is 20.00 feet, whose interior angle is  $90^{\circ} 00' 00''$ , and whose chord bears North  $43^{\circ} 58' 07''$  East a distance of 28.28 feet to a point lying on the south right-of-way line of Piper Court;

Thence, North  $88^{\circ} 58' 07''$  East along the south right-of-way line of Piper Court a distance of 446.00 feet;

Thence 31.42 feet along the arc of a curve to the right, whose radius is 20.00 feet, whose interior angle is  $90^{\circ} 00' 00''$ , and whose chord bears South  $46^{\circ} 01' 53''$  East a distance of 28.28 feet to a point lying on the westerly right-of-way line of American Drive;

Thence, along the westerly right-of-way line of American Drive, South  $1^{\circ} 01' 53''$  East a distance of 146.00 feet;

Thence, continuing along the westerly right-of-way line of American Dr, 308.15 feet along the arc of a curve to the left, whose radius is 820.96 feet, whose interior angle is  $21^{\circ} 30' 21''$ , and whose chord bears South  $11^{\circ} 47' 03''$  East a distance of 306.34 feet;

Thence, continuing along the westerly right-of-way line of American Drive, South  $22^{\circ} 32' 14''$  East a distance of 100.01 feet;

Thence, continuing along the westerly right-of-way line of American Drive, 282.62 feet along the arc of a curve to the right, whose radius is 752.96 feet, whose interior angle is  $21^{\circ} 30' 21''$ , and whose chord bears South  $11^{\circ} 47' 03''$  East a distance of 280.97 feet;

Thence, continuing along the westerly right-of-way line of American Drive, South  $1^{\circ} 01' 53''$  East a distance of 41.34 feet;

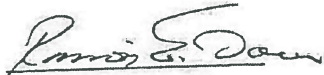
Thence 33.41 feet along the arc of a curve to the right, whose radius is 20.00 feet, whose interior angle is  $95^{\circ} 43' 23''$ , and whose chord bears South  $46^{\circ} 49' 48''$  West a distance of 29.67 feet to a point lying on the north right-of-way line of Boeing Drive;

Thence, along the north right-of-way line of Boeing Drive, 44.16 feet along the arc of a curve to the right, whose radius is 1713.06 feet, whose interior angle is  $1^{\circ} 28' 37''$ , and whose chord bears North  $84^{\circ} 34' 11''$  West a distance of 44.16 feet;

Thence, continuing along the north right-of-way line of Boeing Drive, North  $83^{\circ} 49' 53''$  West a distance of 238.32 feet;

Thence, continuing along the north right-of-way line of Boeing Drive, 233.97 feet along the arc of a curve to the left, whose radius is 1861.86 feet, whose interior angle is  $7^{\circ} 12' 00''$ , and whose chord bears North  $87^{\circ} 25' 53''$  West a distance of 233.81 feet;

Thence, continuing along the north right-of-way line of Boeing Drive, South  $88^{\circ} 58' 07''$  West a distance of 91.58 feet to THE POINT OF BEGINNING and containing 469,662.668 square feet, or 10.782 acres of land, more or less, subject to all easements of record.



Ramon E. Lara, P.E.  
CREMANS, INC.

March 5, 1979



## Exhibit B

### Corrected Property Description Parcel No. 3

PREPARED FOR: El Paso International Airport  
N.E. Corner American Drive and Montana Ave.  
Being a Portion of Tract 4A25  
Block 2, Ascarate Grant  
El Paso County, Texas

#### PROPERTY DESCRIPTION

Description of a parcel of land being a Portion of Tract 4A25, Block 2, Ascarate Grant, El Paso County, Texas and being more particularly described by metes and bounds as follows:

From a City monument located at the centerline intersection of Boeing Drive and American Drive; thence South  $1^{\circ} 01' 53''$  East along the centerline of American Drive a distance of 53.30 feet; thence South  $85^{\circ} 14' 15''$  East a distance of 34.17 feet to a point lying on the east right-of-way line of American Drive projected, said point being THE POINT OF BEGINNING;

Thence 32.09 feet along the arc of a curve to the right whose radius is 20.00 feet, whose interior angle is  $91^{\circ} 56' 08''$ , and whose chord bears North  $44^{\circ} 56' 11''$  East a distance of 28.76 feet to a point said point lying on the south right-of-way line of Boeing Drive;

Thence, along said right-of-way, 302.63 feet along the arc of a curve to the left whose radius is 1781.06 feet, whose chord bears North  $86^{\circ} 02' 11''$  East a distance of 302.27 feet;

Thence continuing on said right-of-way North  $81^{\circ} 10' 07''$  East a distance of 391.44 feet;

Thence 31.42 feet along the arc of a curve to the right whose radius is 20.00 feet, whose interior angle is  $90^{\circ} 00' 00''$ , whose chord bears South  $53^{\circ} 49' 53''$  East a distance of 31.42 feet to a point lying on the west right-of-way line of Sikorsky Street;


Thence South  $8^{\circ} 49' 53''$  East along said right-of-way line a distance of 425.00 feet;

Thence 31.42 feet along the arc of a curve to the right, whose radius is 20.00 feet, whose interior angle is  $90^{\circ} 00' 00''$ , and whose chord bears South  $36^{\circ} 10' 07''$  West a distance of 28.28 feet to a point lying on the north right-of-way line of Montana Avenue;

Thence South  $81^{\circ} 10' 07''$  West along said right-of-way line a distance of 757.77 feet;

Thence 34.14 feet along the arc of a curve to the right whose radius is 20.00 feet, whose interior angle is  $97^{\circ} 48' 00''$ , whose chord bears North  $49^{\circ} 55' 53''$  West a distance of 30.14 feet to a point lying on the easterly right-of-way line of American Drive projected;

Thence North  $1^{\circ} 01' 53''$  West a distance of 455.15 feet along the east right-of-way line of American Drive projected to a point said point being THE POINT OF BEGINNING and containing in all 360317.824 square feet or 8.272 acres of land more or less.

  
Ramon E. Lara, P.E.  
CREMANS, INC.

February 1, 1980